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[FILED: MAR 24, 2009 JOHN A. CLARK, CLERK, BY MARY GARCIA, DEPUTY, LOS ANGELES SUPERIOR COURT]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GUADALUPE AREVALO on behalf of himself and others similarly situated.

PLAINTIFF,

vs.

Case No.: BC 410322

CLASS ACTION

PLAINTIFF GUADALUPE AREVALO'S COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF FOR

1. **FAILURE TO PAY MINIMUM OR CONTRACTUAL WAGES IN VIOLATION OF LABOR CODE**

GRUMA CORPORATION; MISSION FOODS; and DOES 1 to 100, Inclusive.

Defendants.

§§ 1194, 1197, *et. seq.*

2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE §§ 1194 AND 510

3. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE § 226

4. VIOLATION OF LABOR CODE §§ 201 AND 202 RESULTING IN § 203 WAGES AND PENALTIES FOR FAILURE TO PAY WAGES DUE FORMER EMPLOYEES AT THE TIME OF RESIGNATION AND/OR DISCHARGE

5. VIOLATION OF

BUSINESS & PROFESSIONS CODE SECTIONS 17200 *et. seq.*

DEMAND FOR JURY TRIAL

NOW COMES Plaintiff Guadalupe Arevalo ("PLAINTIFF"), on behalf of himself, the general public, and all others similarly situated alleging and complaining against Defendants GRUMA CORPORATION (hereinafter "GRUMA"); MISSION FOODS (hereinafter "MISSION") and DOES 1 to 100, inclusive, (hereinafter collectively referred to as "DEFENDANTS") as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for unpaid minimum and overtime wages, statutory penalties for failure to provide accurate wage statements, waiting time penalties in the form of continuation wages for failure to timely pay employees, injunctive relief and other equitable relief, reasonable attorney's fees and costs, and interest brought to on behalf of Plaintiff and others similarly situated.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over Plaintiff's and the Class Members' claims for waiting

time penalties, failure to pay minimum or overtime wages violations under Labor Code §§ 1194, 1197, 226 and 218.

3. This Court has jurisdiction over Plaintiff's and the Class Members' claims for injunctive relief, and restitution of unpaid wages and other ill-gotten benefits arising from Defendant's unlawful and/or unfair business practices under Business & Professions Code §§ 17200 *et seq.*

III. PARTIES

4. Plaintiff Guadalupe Arevalo is a Los Angeles County resident. PLAINTIFF was hired by DEFENDANTS on or about September 10, 1987, as an hourly paid employee. He remained an hourly paid employee until approximately April 2, 2007. PLAINTIFF appears in this action on behalf of himself and on behalf of all others similarly situated.

5. PLAINTIFF is informed and believes and thereon alleges that Defendant GRUMA is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 1-100 are, and at all times relevant hereto were, officers, directors, or shareholders of Defendant GRUMA who were acting on behalf of Defendant GRUMA in the establishment of, or ratification, of, the aforementioned illegal payroll practices or policies. Defendant's Primary place of business is located at 5505 E. Olympic Blvd., Los Angles, California 90022 and at relevant times employed PLAINTIFF and

numerous other hourly paid employees in Los Angeles County, and throughout California. Defendant has significant contacts with Los Angeles County and the activities complained of herein occurred in whole or in part, in Los Angeles County.

6. PLAINTIFF is informed and believes and thereon alleges that Defendant MISSION is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 1-100 are, and at all and at all times relevant hereto were, officers, directors, or shareholders of Defendant MISSION who were acting on behalf of Defendant MISSION in the establishment of, or ratification, of, the aforementioned illegal payroll practices or policies. Defendant does business in Los Angeles County, California and at relevant times employed PLAINTIFF and numerous other hourly paid employees in Los Angeles County, and throughout California. Defendant's Primary place of business is located at 5505 E. Olympic Blvd., Los Angles, California 90022 and at relevant times employed PLAINTIFF and numerous other hourly paid employees in Los Angeles County, and throughout California. Defendant has significant contacts with Los Angeles County and the activities complained of herein occurred in whole or in part, in Los Angeles County.

7. PLAINTIFF is informed and believes and thereon alleges that Defendants DOES 1 through 100 are corporations, or are other business

entities or organizations of a nature unknown to PLAINTIFF.

8. PLAINTIFF is unaware of the true names of Defendants Does 1 through 100 Plaintiff sues said defendants by said fictitious names, and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. PLAINTIFF is informed and believes that each of the fictitiously named defendants is in some manner responsible for the events and allegations set forth in this complaint.

9. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other DEFENDANTS, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. Plaintiff is further informed and believes and thereon alleges that each defendant acted pursuant to and within the scope of the relationships alleged relationships alleged above, and that at all relevant times, each defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct

of all other defendants. As used in this complaint, "Defendant" means "Defendants and each of them," and refers to the Defendants named in the particular cause of action in which the word appears and includes Defendants GRUMA and MISSION and Does 1 through 100.

10. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant, employee, and/or joint venturer of each of the other defendants and was acting within the course and scope of said conspiracy, agency, employment, and/or joint venture and with the permission and consent of each of the other Defendants.

11. PLAINTIFF is informed and believes and thereon alleges that there exists such a unity of interest and ownership between GRUMA, MISSION and DOES 1-100, that the individuality and separateness of DEFENDANTS have ceased to exist. The business affairs of DEFENDANTS are, and at all times relevant hereto were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendants GRUMA and MISSION are, and at all times relevant hereto were, used by Defendants DOES 1-100, as a mere shell and conduit for the conduct of Defendants DOES 1-100'S affairs. The recognition of the separate existence of DEFENDANTS would not promote justice, in that it would permit DEFENDANTS to insulate themselves from liability to PLAINTIFF. Accordingly, DEFENDANTS constitute the alter ego of each other

and the fiction of their separate existence must be disregarded.

12. PLAINTIFF makes the allegations in this complaint without any admission that, as to any particular allegation, PLAINTIFF bears the burden of pleading, proving, or persuading and PLAINTIFF reserves all of PLAINTIFF's rights to plead in the alternative.

IV. FACTS COMMON TO CAUSES OF ACTION

13. At all times during the liability period, DEFENDANTS had a payroll policies and procedures not to compensate their employees for all of the hours that they worked. DEFENDANTS paid their employees only 8 hours per day, regardless of the actual hours and/or minutes worked by their employees. DEFENDANTS' failure to compensate each employee for all of the hours and/or minutes that they worked, resulted in violation of Labor Code Sections 1194 and 197. DEFENDANTS owe each of their hourly employees additional hours or minutes for every day worked.

14. DEFENDANTS' illegal policies and practices of failing to compensate their employees for all of the hours or minutes worked, resulted in DEFENDANTS' failure to pay overtime wages to those employees that would have worked in excess of eight (8) hours a day or 40 hours a week, but for DEFENDANTS' illegal deduction, in violation of Labor Code Sections 510 and 1194.

15. DEFENDANTS' illegal policies and procedure of failing to pay their employees for all of the hours worked and failure to properly compensate all overtime hours worked, resulted in DEFENDANTS providing their hourly employees with inaccurate itemized wage statements in violation of Labor Code Section 226.

16. DEFENDANTS failed to provide former employees with final wages which included compensation for all minimum wage and overtime hours worked within the statutory time period in compliance with applicable Labor Code sections.

17. At all times during the liability period, DEFENDANTS employed PLAINTIFF and numerous other similarly situated hourly employees at various locations in Los Angeles County and throughout the state of California. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS employed more than 1,000 hourly employees throughout California during the liability period.

18. PLAINTIFF is a member of and seeks to be class representative for the Minimum wage class, Overtime Wages Class, Itemized Statements Class, and Final Wages Class defined below. As used herein, the general term "Class" includes PLAINTIFF and all members of the Minimum wage class, Overtime Wages Class, Itemized Statements Class, and Final Wages Class.

19. PLAINTIFF seeks 1) wages for all hours worked; 2) overtime wages for all overtime hours worked; 3) statutory penalties under Labor Code Section 226(e); 4) continuation wages under Labor Code Section 203; and 4) restitution under Business and Professions Code Section 17203 of all monies owed but unlawfully withheld by Defendant.

V. CLASS DEFINITIONS AND CLASS ALLEGATIONS.

20. Plaintiff brings this action on behalf of himself, on behalf of all others similarly situated, and on behalf of the General Public, and as a member of a Class defined as follows:

A. **All Current and Former Hourly Employees Employed by Defendants in California at Any Time Between March 24, 2005, Through the Date Notice Is Mailed to the Class Who Were Not Compensated for All Hours Worked ("Minimum Wage Class")**

B. **All Current and Former Hourly Employees Employed by Defendants in California at Any Time Between March 24, 2005, Through the Date Notice Is Mailed to the Class Who, Worked More Than 8 Hours a Day or 40 Hours a**

Week and Were Not Compensated at Overtime Rate Because of Defendants' Illegal Payroll Policies and Practices ("Overtime Wage Class")

C. **All Current and Former Hourly Employees Employed by Defendants in California at Any Time Between March 24, 2005, Through the Date Notice Is Mailed to the Class Who Received Inaccurate Itemized Statements "Itemize Class")**

D. **All Former Employees Employed by Defendants in California at Any Time Between March 24, 2005, Through the Date Notice Is Mailed to the Class Who Did Not Receive Payment of Their Last Wages Within the Statutory Time Period ("Final Wage Class").**

21. The above defined Classes are collectively referred to as "Wage Classes".

22. This action has been brought and may be properly maintained as a class action pursuant to Code of Civil Procedure Section 382.

23. **Community of Interest:** This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure Section 382 because there is a well-defined community of interest among many persons who comprise a readily ascertainable class.

(a) The Class members are so numerous that the individual joinder of all of them as named plaintiffs is impractical. While the exact number of Class members is unknown to PLAINTIFF at this time, PLAINTIFF is informed and believes and thereon alleges that there are not less than 1000 members in each of the Minimum wage class, Overtime Wages Class, and Itemized Statements Class; and the Final Wages Class, and there are not less than 1000 members in the Classes as a whole. The precise number of Class members and their addresses are unknown to PLAINTIFF, however PLAINTIFF is informed and believes that the number can be obtained from DEFENDANTS' records. Class members may be notified of the pendency of this action by electronic mail, the Internet, other mail, or published notice.

(b) Common questions of law and fact exist as to members of the Class and predominate over any questions which affect only individual members of the Class. These common questions include, but are not limited to:

i. Whether DEFENDANTS illegally failed to compensate their employees for all hours worked in the Minimum Wage Class;

ii. Whether DEFENDANTS failed to compensate the Overtime Class members that worked more than 8 hours a day, or 40 hours a week at the overtime rate because of DEFENDANTS' illegal payroll policies and procedures;

iii. Whether DEFENDANTS failed to provide the Itemized Statements Class Members with accurate itemized statement at the time they received their itemized statements;

iv. Whether DEFENDANTS failed to provide the Final Wages Class Members with their final wages after separation from employment within the Statutory time period;

v. Whether DEFENDANTS committed unlawful business acts or practice within the meaning of Business and Professions Code §§ 17200 *et seq.*;

vi. Whether Class Members are entitled to unpaid wages, waiting time penalties and other relief in conjunction with their claims;

vii. Whether, as a consequence of DEFENDANTS' unlawful conduct, the Class Members are entitled to restitution, and/or equitable relief; and

viii. Whether DEFENDANTS' affirmative defenses, if any, raise any common issues

of law or fact as to PLAINTIFF, and the Class Members as a whole.

24. **Typicality**: PLAINTIFF'S claims are typical of the claims of the members of the Wage Classes because PLAINTIFF, as an hourly paid employee was exposed to the same unlawful business practices as the members of the Wage Classes. PLAINTIFF sustained the same types of damages and losses that members of the classes sustained.

25. **Adequacy**: PLAINTIFF is an adequate representative of the Wage Classes because his interests do not conflict with the interests of the members of the Classes he seeks to represent. PLAINTIFF has retained counsel competent and experienced in complex class action litigation and PLAINTIFF intends to prosecute this action vigorously. The interests of the members of the Classes will be fairly and adequately protected by PLAINTIFF and his counsel.

26. **Superiority and Substantial Benefit:** Prosecuting separate actions by individual class members creates a risk of inconsistent or varying adjudications with respect to individual class members that established incompatible standard of conduct for DEFENDANTS.

27. Question of law and fact common to Wage Classes' Members predominate over any questions affecting only individual class members and the class action is superior to other available

means for the fair and efficient adjudication of PLAINTIFF'S and the Class members' claims. The damages suffered by each individual Class member may be limited. Damages of such magnitude are small given the burden and expense of individual prosecution of the complex and extensive litigation necessitated by DEFENDANTS' conduct. Further, it would be virtually impossible for the Class members to redress the wrongs done to them on an individual basis. Even if members of the Class themselves could afford such individual litigation, the court system could not. Individualized litigation increases the delay and expense to all parties and the court system, due to the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

28. In the alternative, the Class should be certified because:

(a) The prosecution of separate actions by individual members of the Classes would create a risk of inconsistent or varying adjudications with respect to individual Class members which would establish incompatible standards of conduct for DEFENDANTS;

(b) The prosecution of separate actions by individual members of the Classes would create a risk of adjudications with respect to them, which would, as a practical matter, be dispositive of

the interests of the other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and

(c) Defendant has acted or refused to act on grounds generally applicable to the Class, and/or the General Public, thereby making appropriate final and injunctive relief with respect to the class as a whole.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM OR CONTRACTUAL WAGES FOR ALL HOURS WORKED (Against all DEFENDANTS)

29. PLAINTIFF incorporate paragraphs 1 through 29 of this complaint as if fully alleged herein.

30. At all relevant times, PLAINTIFF and the other members of the Minimum Wage Class were employees of DEFENDANTS covered by Labor Code Section 1197, Wage Order 1-2001 and Wage Order MW-2001.

31. Pursuant to Labor Code Section 1197, Wage Order 1-2001 and Wage Order MW-2001, PLAINTIFF and the other members of the Minimum Wage Class were entitled to receive minimum wages or their contractual wages for all hours worked.

32. DEFENDANTS failed to pay PLAINTIFF and other members of the Minimum

Wage Class minimum wages for all hours worked in violation of Labor Code Section 1197, Wage Order 1-2001 and Wage Order MW-2001. PLAINTIFF is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action, DEFENDANTS maintained a policy or practice of not paying hourly employees wages for all the hours they actually worked.

33. PLAINTIFF is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action, DEFENDANTS' payroll policies and procedures failed to compensate employees for all of the hours worked and only paid for 8 hours a day.

34. PLAINTIFF is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action DEFENDANTS' illegal compensation of wages resulted in DEFENDANTS' failure to compensate each employee for all hours worked in violation of Labor Code Sections 1194 and 1197.

35. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and members of the Minimum Wage Class have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours actually worked.

36. Pursuant to Labor Code Sections 1194 and 1194.2, Plaintiffs and members of the Minimum Wage Class are entitled to recover the full amount of

unpaid minimum wages, interest thereon, liquidated damages, reasonable attorney's fees and costs of suit.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES (Against all DEFENDANTS)

37. PLAINTIFF hereby incorporate by reference paragraphs 1-36 above, as if fully set herein by reference.

38. At all relevant times, PLAINTIFF and the other members of the Overtime Wages Class were employees of DEFENDANTS covered by Labor Code sections 510, 1194 and Wage Order 1-2001.

39. Pursuant to Labor Code sections 510, 1194 and Wage Order 4-2001 PLAINTIFFS and the other members of the Overtime Wages Class were entitled to receive overtime wages at a rate of 1.5 times their regular rate of pay for any hours worked in excess of eight (8) hours in a day and/or 40 hours in a week.

40. PLAINTIFF is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action, DEFENDANTS' payroll policies and procedures failed to compensate their employees for all hours worked and compensate them only compensated them for 8 hours day or 40 hours a week only regardless of the employee actual work hours.

41. DEFENDANTS' illegal payroll practices resulted in DEFENDANTS' failure to pay PLAINTIFF and the other members of the Overtime Wages Class overtime wages to those employees that worked in excess of eight (8) hours a day or 40 hours a week for the combined minutes in violation of Labor Code Sections 510, 1194 and Wage Order 1-2001.

42. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and members of the Overtime Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid a proper overtime rate for the minutes worked overtime worked.

43. Pursuant to Labor Code Sections 1194 and 1194.2, PLAINTIFF and members of the Overtime Wages Class are entitled to recover the full amount of unpaid overtime wages, interest thereon, liquidated damages, reasonable attorney's fees and costs of suit.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Against all Defendants)

44. PLAINTIFF incorporates paragraphs 1 through 43 of this complaint as if fully alleged herein.

45. At all relevant times, PLAINTIFF and the other members of the Itemized Statements Class were employees of DEFENDANTS covered by Labor Code Section 226 and Wage Order 1-2001.

46. Pursuant to Labor Code Section 226(a) and Wage Order 1-2001, PLAINTIFF and the other members of the Itemized Statements Class were entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized statement showing: a) gross wages earned; b) the total hours worked by the employee; c) net wages earned; and d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

47. DEFENDANTS failed to provide PLAINTIFF and members of the Itemized Statements Class accurate itemized statements in accordance with Labor Code Section 226(a). PLAINTIFF is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action, DEFENDANTS' payroll policies and procedures of not compensating their employee for all hours worked and only compensating for 8 hours a day. DEFENDANTS maintained a policy or practice of not paying PLAINTIFF and other members of the Itemized Statements Class wages for all hours worked, but only paying wages for the understated number of hours inaccurately reported as worked on wage statements.

48. DEFENDANTS' failure to provide PLAINTIFF and members of the Itemized Statements Class with accurate wage statements was knowing and intentional. DEFENDANTS had the ability to provide PLAINTIFF and members of the Itemized Statements Class accurate wage statements but intentionally provided wage statements that DEFENDANTS knew were not accurate.

49. As a result of DEFENDANTS' conduct, PLAINTIFF and members of the Itemized Statements Class have suffered injury. The absence of accurate information on their wage statements has prevented earlier challenges to DEFENDANTS unlawful pay practices, required discovery and mathematical computations to determine the amount of wages owed, caused difficulty and expense in attempting to reconstruct time and pay records, and/or led to the submission of inaccurate information about wages and amounts deducted from wages to state and federal government agencies.

50. Pursuant to Labor Code Section 226(e), PLAINTIFF and members of the Itemized Statements Class are entitled to recover fifty dollars for the initial pay period within the applicable limitations period in which a violation of Labor Code Section 226 occurred and one hundred dollars for each violation of Labor Code Section 226 in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

51. Pursuant to Labor Code Sections 218 and 226(e), PLAINTIFF and members of the Itemized Statements Class are entitled to recover the full amount of penalties due under Labor Code Section 226(e), reasonable attorney's fees and costs of suit.

FOURTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT
(Against all Defendants)

52. PLAINTIFF incorporates paragraphs 1 through 51 of this complaint as if fully alleged herein.

53. At all relevant times, PLAINTIFF and the other members of the Final Wages Class were employees of DEFENDANTS covered by Labor Code Sections 201 or 202.

54. Pursuant to Labor Code Sections 201 or 202, PLAINTIFF and members of the Final Wages Class were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to

payment of all wages earned and unpaid prior to resignation at the time of resignation.

55. DEFENDANTS failed to pay PLAINTIFF and members of the Final Wages Class all wages earned and unpaid prior to termination in accordance with Labor Code Section 201 or 202. PLAINTIFF is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action, DEFENDANTS maintained a policy or practice of not paying hourly employees upon separation of employment wages for all hours worked and/or not paying them final wages timely upon separation of employment.

56. DEFENDANTS' failure to pay PLAINTIFF and members of the Final Wages Class all wages earned prior to termination timely in accordance with Labor Code Sections 201 or 202 was willful. DEFENDANTS had the ability to pay all wages earned by hourly workers prior to termination in accordance with Labor Code Sections 201 or 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code Sections 201 or 202. When DEFENDANTS failed to pay hourly workers timely upon termination all wages earned prior to termination, DEFENDANTS knew what they were doing and intended to do what they did.

57. Pursuant to Labor Code Section 201 or 202, PLAINTIFF and members of the Final Wages

Class are entitled to all wages earned prior to termination that DEFENDANTS did not pay them.

58. Pursuant to Labor Code Section 203, PLAINTIFF and members of the Final Wages Class are entitled to continuation of their wages, from the day their earned and unpaid wages were due upon termination until paid, up to a maximum of 30 days.

59. As a result of DEFENDANTS' conduct, PLAINTIFF and members of the Final Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to termination.

60. As a result of DEFENDANTS' conduct, PLAINTIFF and members of the Final Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid all continuation wages owed under Labor Code Section 203.

61. Pursuant to Labor Code Sections 218, 218.5 and 218.6, PLAINTIFF and members of the Final Wages Class are entitled to recover the full amount of their unpaid wages, continuation wages under Section 203, interest thereon, reasonable attorney's fees and costs of suit.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION
(Against all Defendants)

62. PLAINTIFF incorporates paragraphs 1 through 61 of this complaint as if fully alleged herein.

63. The unlawful conduct of DEFENDANTS alleged herein constitutes unfair competition within the meaning of Business and Professions Code Section 17200. Due to their unfair and unlawful business practices in violation of the Labor Code, DEFENDANTS have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to pay employees for all hours worked.

64. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF and members of the Wages Class have suffered injury in fact and lost money or property. PLAINTIFF and members of the Wages Class have been deprived of their rights to minimum wages for all hours worked, overtime wages for all overtime hours worked, accurate wage statements, and/or timely payment of all earned wages due upon termination of employment.

65. Pursuant to Business and Professions Code Section 17203, PLAINTIFF and members of the Wages Class are entitled to restitution of all wages and other monies rightfully belonging to them that DEFENDANTS failed to pay them and wrongfully retained by means of their unlawful and unfair business practices.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF on behalf of himself and all others similarly situated, pray for relief and judgment against DEFENDANTS as follows:

A. An order that the action be certified as a class action;

B. An order that Plaintiffs be certified as the representatives of the Class;

C. An order that counsel for PLAINTIFF be confirmed as Class counsel;

D. Damages for unpaid minimum and overtime wages;

E. Liquidated damages;

F. Statutory penalties under Labor Code Section 226(e);

G. Damages for unpaid wages earned prior to termination of employment;

H. damages for unpaid continuation wages owed for failing to pay, all earned wages timely upon termination of employment;

I. Restitution of all unpaid wages and other monies owed and belonging to Class members that Defendant

unlawfully withheld from them and retained for itself

J. Reasonable attorney's fees;

K. Costs of suit;

L. Interest;

M. Punitive Damages; and

N. Such other relief as the Court deems just and proper.

Dated: March 23, 2009

Respectfully submitted,

LAVI & EBRAHIMIAN, LLP

By: /s/ Joseph Lavi
Joseph Lavi, Esq.
Jordan Bello, Esq.
Attorneys for PLAINTIFF
GUADALUPE AREVALO
and Other Class Members

DEMAND FOR JURY TRIAL

PLAINTIFF GUADALUPE AREVALO demands a trial by jury for himself and the Class on all claims so triable.

Dated: March 23, 2009

Respectfully submitted,

LAVI & EBRAHIMIAN, LLP

By: /s/ Joseph Lavi
Joseph Lavi, Esq.
Jordan Bello, Esq.
Attorneys for PLAINTIFF
GUADALUPE AREVALO
and Other Class Members